

Request for Proposal

722-8702

CONCESSION & CATERING SERVICES WAR MEMORIAL AUDITORIUM

Opens: June 27, 2002

2:00 p.m.



City of Fort Lauderdale

***Issued for the Parks & Recreation Department
By the Procurement & Materials Management Division***

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**REQUEST FOR PROPOSALS
RFP NO. 722-8702**

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PART I - INTRODUCTION/INFORMATION

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide food and beverage concession and catering services in War Memorial Auditorium for the City's Parks & Recreation Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this RFP, contact Procurement Specialist Richard Ewell at (954) 828-5138. For information concerning the technical specifications or scope of services, contact Bob Stried at (954) 828-5380. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

It is preferred that all questions be submitted in writing to the Purchasing Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, FL, 33301, attn: Richard Ewell. To facilitate prompt receipt of questions, they can be sent via FAX to (954) 828-5576 attn: Richard Ewell. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Proposers please note: No part of your proposal can be submitted via FAX. The entire proposal must be submitted in accordance with the Instructions To Proposers contained in this RFP.

03. SITE VISIT

It will be the sole responsibility of the proposer to inspect the City's facilities and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required. To schedule an inspection call Bob Stried, Auditorium Manager, at 954-828-5380.

04. ELIGIBILITY

To be eligible to respond to this RFP, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Services section of this RFP, to at least one City similar in size and complexity to the City of Fort Lauderdale.

05. PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT

The Contractor will execute and deliver to the City, within thirty (30) days after notification of award, a Performance Bond or Unconditional Irrevocable Letter of Credit payable to the City, in the face amount of \$15,000 as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal of each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida, and having a resident agent. If a letter of credit is chosen, it must be in a form acceptable to the City, drawn on a bank acceptable to the City, and issued in favor of the City. Bonds may not be cancelled, terminated or revised unless the City has been provided with thirty (30) days written notice of said action by the advanced written notice of such action by the surety. Surety must insert the registered agent to accept service of process in the State of Florida directly in each bond document.

Acknowledgment and agreement is given by both parties that the amount herein above set is not intended to be or shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of the Agreement by the Contractor.

PART II - RFP SCHEDULE

Release RFP	5/30/02
Last Date for Receipt of Questions of a Material Nature	6/12/02
Addendum Release (If required)	6/17/02
PROPOSAL DUE (Prior to 2:00 PM)	6/27/02

PART III - SPECIAL CONDITIONS

01. GENERAL CONDITIONS

RFP General Conditions Form G-107 Rev. 07/01 (GC) are included and made a part of this RFP.

02. VARIANCES

While the City allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points. See Section 1.06 of GC.

03. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

04. NEWS RELEASES/PUBLICITY

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

05. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

06. PROPOSERS' COSTS

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

07. RULES AND PROPOSALS

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

08. CONFIDENTIAL INFORMATION

Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with all Proposer's response shall be deemed to be public records subject to public inspection upon award, recommendation for award or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

09. APPROVED EQUAL OR ALTERNATE PRODUCT PROPOSALS

The Technical Specifications contained in this RFP are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features which are desired by the City of Fort Lauderdale. The City is receptive to any product which would be considered by qualified City personnel as an approved equal.

The proposer must state clearly in his proposal pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the proposer's responsibility to provide adequate information in his proposal to enable the City to ensure that the proposal meets the required criteria. If adequate information is not submitted with the proposal, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that proposal which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

10. CONTRACT PERIOD

The initial contract term shall commence upon final execution of the contract by the City and shall expire two years from that date. The City reserves the right to extend the contract for four (4) additional one (1) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Purchasing Manager. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

11. CONTRACT COST ADJUSTMENTS

The prices currently charged shall remain in effect for the first six (6) months of the contract. Prices for new items and adjustments to current prices shall require prior approval of the City. Such approval shall not be unreasonably delayed or denied if the recommended prices are competitive with, and consistent with prices charged at similar locations in Dade, Broward and Palm Beach counties for catering and concession services.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs, and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract upon giving thirty (30) days notice to the Contractor.

12. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

While this contract is for services provided to the City's Parks & Recreation Department, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

13. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

14. ADDITIONAL ITEMS

The City may require additional items of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items, and shall provide the City prices on such additional items based upon a formula or method which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

15. WARRANTIES OF USAGE

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

16. SUBSTITUTION OF PERSONNEL

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute

personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

17. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

18. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. the non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. the excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. the non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the

Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

19. INSURANCE

The Contractor shall carry at all times the following insurance coverage:

Worker's Compensation & Employer's Liability Insurance

Limits: Worker's Compensation - Statutory
Employer's Liability \$100,000

Comprehensive General Liability Insurance

Limits: Combined single Limit Bodily Injury/Property Damage - \$1,000,000

Automobile Liability Insurance

Limits: Bodily Injury - \$250,000 each person
\$500,000 each occurrence
Property Damage - \$100,000 each occurrence

The City shall be named as an additional insured. Original Certificates of insurance must be submitted to the Purchasing Division and be approved by the City's Risk Manager prior to commencement of any work.

20. LOBBYING ACTIVITIES

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://ci.ftlaud.fl.us/documents/index.htm>.

21. RENT

A. Percentage Rent:

The Contractor shall pay to City as monthly percentage rent the percentage of gross receipts.

Said percentage rental shall be paid to the City by the 15th of each month for the preceding month, and said payment shall be accompanied by a statement of gross receipts for the preceding month.

B. Tax:

It is also understood that the applicable tax on rental payments shall be added to the rental payment to the City which the City will then pay to the State. The City is to receive the rental amount as net, free and clear of all costs and charges arising from, or relating to, said premises. Rent tax, paid directly to the City, is computed as follows: State prevailing rent tax times agreed upon percentage of gross receipts net of sales tax.

C. Penalty for Late Payments

In the event Contractor fails to pay any rental payment due hereunder within five (5) days of the due date, there shall be added to such payment a late charge of \$50.00,

and interest at the highest rate allowed by law until the rental payment is brought up to date.

22. GROSS RECEIPTS

The term "gross receipts" as used herein shall include all receipts, whether collected or accrued, derived by Contractor from all business conducted upon or from the premises, including but not limited to receipts from sale of food, beverages, beer and wine, merchandise, or from any source whatsoever.

23. RECORDS, ACCOUNTS AND STATEMENTS

Contractor shall keep on the premises, or such other place within Dade, Broward or Palm Beach County, Florida, approved by City, true, accurate, and complete records and accounts of all sales, rentals, and business being transacted upon or from the premises and shall give the City or City's representative access during reasonable business hours and upon three (3) business days notice to examine and audit such records and accounts. Such records shall be maintained as an independent certified public accountant would need to examine in order to certify a statement of Contractors gross receipts pursuant to generally accepted auditing standards.

Contractor shall submit a detailed report of each event and statement shall be provided to the City within forty-eight (48) hours after completion of event. Within fifteen (15) days after each month of the term thereof, Contractor shall deliver to City a written monthly statement of the daily gross receipts for such month certified by Contractor to be true, accurate and complete, and shall pay to the City at that time the percentage due plus any applicable sales tax for said events.

An annual audit by a Certified Public Accountant shall be submitted to the City no later than sixty (60) days after the end of each agreement year.

In the event the City is not satisfied with any statement submitted by the Concessionaire, the City shall have the right to make a special audit, by auditors selected by the City, of all books and records required to be made and preserved by the Concessionaire. If such audit determines that there is a deficiency in excess of 1% payable to the City, the amount thereof and the cost of the audit shall be paid immediately by the Concessionaire.

Cash registers must be used in all operations at which cash and payments are received for the proper control and accounting of revenue. Daily cash register tapes must be saved and available for the City to compare with the monthly statements.

24. MANNER OF OPERATION

- (1) Contractor shall keep the concession facility reasonable stocked and reasonably staffed to serve the patrons thereof, and Contractor shall maintain a standard of quality of food and beverage at least equal to similar operations in the premises at reasonably comparable prices.
- (2) The concession shall be open whenever events are scheduled. Expanded hours are permissible with the prior approval of the Director. Nothing herein contained shall be construed to authorize hours contrary to the laws governing such operations.

25. CITY FACILITY AND EQUIPMENT MAINTENANCE AND REPAIRS

During the term hereof, Contractor, at Contractor's expense, shall, to the satisfaction of the City, keep and maintain the premises and all improvements and City provided equipment thereon in good and sanitary order, condition, and repair, consistent with similar operations in the Dade, Broward and Palm Beach County premises. Upon expiration or termination hereof, Contractor shall surrender and deliver up to City the premises and all appliances and equipment provided by the City in good and usable condition, ordinary wear and tear expected.

26. CONTRACTOR EQUIPMENT MAINTENANCE AND REPAIRS

All equipment provided by the Contractor will remain the property of the Contractor and any maintenance required thereon shall be the responsibility of the Contractor. The City shall incur no obligation for repairs.

27. CONDITION OF PREMISES

Contractor shall, at its expense, maintain the premises in a clean, attractive and orderly condition. The Contractor shall be responsible for the prompt removal of all trash, litter, and debris which accumulates on or about the premises which is attributable directly or indirectly to or arising out of its use, specifically including any litter left by the Contractor, its visitors or spectators. The Contractor shall deposit all such trash, litter and debris in the containers provided by the City for pickup at locations to be determined by the City.

28. SECURITY

The Contractor must provide, and have sole responsibility for, all security measures which may be required to protect his premises and his equipment, materials and facilities. Said security measures may not violate other restrictions of this agreement.

29. STANDARDS OF CONDUCT

The Contractor shall, at all times, comply with all rules, regulations and ordinances of City and any other governmental agency having jurisdiction. The Contractor shall further take all precautions and extreme care to conduct its activities in a safe and prudent manner with respect to its agents, employees, members, visitors and participants in any activity within the premises.

30. SIGNS

No signs whatsoever, including advertising signs, shall be erected or permitted upon the premises until they have first been approved by the City.

31. UTILITIES

The City shall provide for water, sewer, electricity, trash, rubbish and garbage removal services at its sole cost. Contractor shall be responsible for all other charges for utilities or any other services which may be furnished to the premises during the term hereof.

32. AUTHORITY

Use by the Contractor of the premises shall be coordinated with the Director of Parks and Recreation, or his designee. The Director shall have the authority to suspend all or any portion of any of the activities of the Contractor when, in the Directors opinion, such may be or are detrimental to the public or to the City, or is the City has reason to believe any law or ordinance is being violated by the Contractor, or its agents, employees, or patrons. In the event the Director so suspends activities for a period of 45 or more consecutive days, the Contractor shall have the right to cancel the agreement.

33. SUBLEASE AND ASSIGNMENT

Contractor shall not sublease the premises or any part thereof nor enter into any concession agreement, nor assign this agreement or any portion thereof to any other person or firm without first obtaining the prior written approval of the City. The City reserves the right to reject any such request in its best interest and without penalty.

34. INSPECTION

For the purpose of inspection, City reserves the right to enter upon any part of the premises at any time during the period the business is to be open under the terms of this contract.

35. ATTORNEY FEES

Contractor agrees to pay the cost of collection and reasonable attorney fees on any part of said rental that may be collected by suit or by attorney after the same is past due.

PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

01. GENERAL INFORMATION/INTENT

The War Memorial Auditorium is a City of Ft. Lauderdale owned and operated auditorium located at 800 NE 8 Street, Fort Lauderdale, FL, with a seating capacity of 2,110.

Contractor must have the capability to service medium to large outdoor events 45 times a year. Additional portable equipment would need to be brought in for these events. I.E. tents, Beverage Units, Cooking Equipment, Staffing, etc.

02. THE CITY RESERVES THE RIGHT TO:

Approve promotional giveaways by tenants which may conflict with food and beverage sales.

Approve the use of outside firms for "catering" type functions. A catering fee will be established for these types of events. Successful bidder will have first right of refusal for catering services.

Approve all advertising sales. The City may request use of a specific product by Concessionaire at a price to be competitive with market price.

Allow selected groups to provide specialty food items at selected events, i.e. ethnic festivals. In such case, a best effort basis will be made to have Concessionaire provide soft drinks, coffee, tea, hot chocolate and beer or other liquid refreshments. Approve all novelty and program sales. Concessionaire may be requested to act as agent for the City in which case a negotiated fee or percentage will be agreed upon for services rendered. Such fee will be agreed upon between the facility manager and Concessionaire manager.

Approve all food and beverage prices.

Limit hours of operation of selling of particular items as a result of tenant event requirements or event compatibility.

Engage in, or contract for, outside catering services for only City-sponsored events.

03. THE CONTRACTOR IS RESPONSIBLE TO:

Obtain all licenses and permits required in their name and at their cost prior to starting operations.

Honor any sponsorship agreements the City enters into.

Pay any and all taxes required directly to the Federal, State and local authorities.

Provide permanent menu boards showing items offered, portion, etc.

Cleanup and maintain the concession area and police a thirty-foot radius area from said concession.

Vend all drinks in covered containers, where applicable.

Obey all health and safety rules.

Present all products in a pleasing and attractive manner.

Make all items readily accessible to the public.

Remove all storage equipment, canisters, kegs, etc. to the designated storage area or trash disposal area immediately upon completion of event.

Provide highest quality standard of product and presentation. All items shall be prepared fresh for each event day.

Not operate off-site functions from the facilities or remove equipment except to other facilities owned by the City, unless equipment is solely owned by the Concessionaire.

Require all employees to be attired in a standard uniform of the Concessionaire's choice. Said uniform shall be neat and appropriate for the type of operation and shall be approved by the City.

04. DEFAULT

In the event the Concessionaire defaults in the performance of the contract, the City shall have the following options:

- A. The Director shall give the Concessionaire a thirty-day written notice of default. If the problem is not solved within the thirty days the City may terminate the contract upon forty-eight hours written notice, assume the operation of said concession and exclude the concessionaire from the premises and:
- B. City may retain any of Concessionaires money in its possession and any of the Concessionaire's property on the premises and apply same to payment of any and all claims which may be due to the City and/or:
- C. City may recover at law any and all claims which may be due City and/or:
- D. City may perform such work as it deems necessary to cure said default and charge Concessionaire for the full cost of labor and materials expended, plus thirty percent of said cost for administrative overhead, and/or:
- E. City may recover damages from forfeited amount of Concessionaires performance bond.

The acceptance of all or part of monies due for any period after a default shall not be deemed a waiver of any of these options, not a waiver of the default of subsequent default of the same or any other term, covenant and condition.

The Concessionaire, in accepting an agreement, agrees that the City shall not be liable to prosecute for damages in the event that the City declares the Concessionaire in default hereunder.

05. CAPITAL UPGRADES

The successful proposer shall be required to make an initial investment of approximately \$15,000.00 in capital improvements. Proposer is to submit with his proposal a list of equipment he proposes to furnish under this requirement. Final listing shall be mutually agreed upon by the Concessionaire and the City. Said capital improvements shall become the property of the City upon completion of the contract.

During the estimated useful life of the required capital improvements, depreciation shall be computed as follows:

Year 1	30%	Year 4	15%
Year 2	25%	Year 5	10%
Year 3	20%		

Should the contract be terminated by the City, vendor shall be reimbursed for capital improvements made and documented with evidence of ownership less accumulated depreciation in accordance with above referenced schedule, prorated accordingly. Should the contract be terminated by Concessionaire during the first two years, the improvements made by the Concessionaire shall revert to the City without any compensation to the Concessionaire.

06. LIST OF EVENTS

A. EVENTS HELD AT WAR MEMORIAL AUDITORIUM, 10/99 – 9/00

DATE	EVENT	APPROXIMATE ATTENDANCE	TICKET PRICE
OCTOBER 1999			
07	NAVY BAND CONCERT	504	FREE ADMISSION
10-13	EWING – THE GATHERING	650 (est)	CLOSED TO PUB
16	COMICS & GAME FAIR	206	\$7.00; \$5.00
23-24	DOLPHIN DAZE ANTIQUE FAIR	713	\$4.00; \$3.00
30-31	MARKET PRO COMPUTER SHOW	3519	\$8.00; \$6.00;
\$5.00			
		TOTAL:	5,592
NOVEMBER 1999			
02 – AM	PIPPY LONGSTOCKING	1325	GROUP SALES
02 – PM	PIPPY LONGSTOCKING	381	GROUP SALES
06-07	CAT SHOW	2632	\$7.00; \$5.00
13-14	DOLPHIN DAZE ANTIQUE FAIR	631	\$4.00; \$3.00
19-21	DOLL SHOW	801	\$8.00; \$6.00; \$5.00
27-28	GUN & KNIFE SHOW	2821	\$6.00; \$5.00
30	CHRISTMAS CAROL	700	GROUP SALES
		TOTAL:	9,291 / 14,883
DECEMBER 1999			
01	ELVES & THE SHOEMAKER	1800 (est)	GROUP SALES
04-05	MARKET PRO COMPUTER SHOW	4086	\$8.00; \$6.00; \$5.00
28-30	HOLIDAY ANTIQUE SHOW	3262 (est)	\$5.00; \$4.00
31	ROCK-N-ROLL REVIVAL 7 PM & 10 PM	1305	\$250/\$85/\$75/\$65
		TOTAL	10,453 / 25,336
JANUARY 2000			
07-09	COLLECTOR CAR SHOW & AUCTION	5019	\$8.00
14-16	WINTER ANTIQUE SHOWCASE	3687	\$5.00; \$4.00
21-23	FT LAUDERDALE ORCHID SHOW	7132	\$5.00; \$3.00
27	EBONY FASHION FAIR	625	\$25.00

28	ECW WRESTLING	1967	\$36; \$21; \$11
29-30	MARKET PRO COMPUTER SHOW	5012	\$8.00; \$6.00; \$5.00
	TOTAL		23,442 / 48,778
FEBRUARY 2000			
12-13	GUN & KNIFE SHOW	2876	\$6.00; \$5.00
18-19	AMISH CRAFT & QUILT SALE	2493	FREE ADMISSION
20-22	CREATIVE FESTIVAL	724	\$6.00
25	INTERNATIONAL BEER FESTIVAL	1967 (est)	\$18.50; \$25.00
26-27	MARKET PRO COMPUTER SHOW	4449	\$8.00; \$6.00; \$5.00
29-Mar 1-2	KID'S CLOTHING EXPO	400 (est)	CLOSED TO PUB
	TOTAL		12,909 / 61,687
MARCH 2000			
4-5	SHALLOW WATER FISHING SHOW	2260	\$10.00
11-12	GREAT COLLECTIBLE TOY SHOW	1426	\$10.00; \$8.00; \$5.00
16	BROWARD COUNTY EXPO	1125	\$12.00; \$6.00
18-19	DOLPHIN DAZE ANTIQUE FAIR	805	\$4.00; \$3.00
24	101 DALMATIONS	1800 (est)	GROUP SALES
25-26	MARKET PRO COMPUTER SHOW	4255	\$8.00; \$6.00; \$5.00
28	ANNE FRANK – A VOICE HEARD	2442	GROUP SALES
30	THE WIZARD OF OZ	2255	GROUP SALES
30	LIQUOR LICENSE WORKSHOP	150	FREE ADMISSION
	TOTAL		16,518 / 78,205
APRIL 2000			
1-2	GUN & KNIFE SHOW	2189	\$6.00; \$5.00
8-9	DOLPHIN DAZE ANTIQUE FAIR	605	\$4.00; \$3.00
15-16	FT LAUDERDALE PET SHOW	5100 (est)	\$6.00; \$5.00; \$3.00
23	FAITH CENTER EASTER SERVICE	1416	OFFERING
27	FT LAUDERDALE TEEN JOB FAIR	100	FREE ADMISSION
29-30	MARKET PRO COMPUTER SHOW	4736	\$8.00; \$6.00; \$5.00
	TOTAL		14,146 / 92,351
MAY 2000			
2	PHILHARMONIC ORCHESTRA	2842	GROUP SALES
5-7	FLORIDA PIANO	175	FREE ADMISSION
13	BROWARD COUNTY SHERIFF'S TESTING	125	FREE ADMISSION
20-21	DOLPHIN DAZE ANTIQUE FAIR	558	\$4.00; \$3.00
25	BROWARD COUNTY TEACHER RECRUITMENT	750	INVITATION ONLY
27	CARDINAL GIBBONS H/S GRADUATION	1547	FREE W/TICKET
	TOTAL		5,997 / 98,348
JUNE 2000			
2	PINE CREST H/S GRADUATION	1553	FREE W/TICKET
3-4	MARKET PRO COMPUTER SHOW	5683	\$8.00; \$6.00; \$5.00
8	SEMINOLE MIDDLE SCHOOL GRADUATION	1515	FREE W/TICKET
9	HIP HOP KIDZ DANCE SHOWCASE	1230	\$12.00; \$10.00
10	5 TH ANNUAL SHIDOKAN OPEN	1508	\$50.00; \$20.00
11	SOUTH BROWARD HIGH SCHOOL GRADUATION	1671	FREE W/TICKET
11	HOLLYWOOD HILLS HIGH SCHOOL GRADUATION	1750	FREE W/TICKET
12	SHERIDAN TECHNICAL CENTER GRADUATION	993	FREE W/TICKET
13	NORTHEAST HIGH SCHOOL GRADUATION	2026	FREE W/TICKET
14	McFATTER TECHNICAL SCHOOL GRADUATION	769	FREE W/TICKET
11-14	2000 GRADUATE REHEARSALS	1914	FREE ADMISSION
17-18	DOLPHIN DAZE ANTIQUE FAIR	562	\$4.00; \$3.00
24-25	FT LAUDERDALE GUN & KNIFE SHOW	2882	\$6.00; \$5.00
30	DONNIE McCLURKIN GOSPEL CONCERT	459	\$27.50; \$22.50; \$17.50
	TOTAL		24,515 / 122,863
JULY 2000			
8-9	MARKET PRO COMPUTER SHOW	5689	\$6.00; \$5.00

15	ONE SUMMER NIGHT OLDIES DANCE	950 (est)	\$30.00; \$25.00
22-23	DOLPHIN DAZE ANTIQUE FAIR	2304	\$4.00; \$3.00

TOTAL	8,943 / 131,806
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AUGUST 2000

3	B/C SUMMER GRADUATION REHEARSAL	385 (est)	FREE ADMSSION
3	BROWARD COUNTY SUMMER GRADUATION	1752	FREE W/TICKET
4	SOUTHERN STATES FITNESS CHAMPIONSHIPS	635	\$15.00; \$10.00
5	S/STATES BODYBUILDING CHAMPIONSHIPS	2338	\$25.00;16.00;10.00
11	ECW WRESTLING	1583	\$36.00;26.00;16.00
12-13	MARKET PRO COMPUTER SHOW	5213	\$6.00; \$5.00
26-27	DOLPHIN DAZE ANTIQUE SHOW	824	\$4.00; \$3.00

TOTAL	12,730 / 144,536
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SEPTEMBER 2000

18-20	PREVIEW COMPANY KIDS CLOTHING EXPO	800	CLOSED TO PUB
21	ART INSTITUTE OF FT LAUDERDALE (GRAD)	1444	FREE ADMISSION
23-24	MARKET PRO COMPUTER SHOW	5182	\$6.00; \$5.00
28-29	ART INSTITUTE / FT LAUDERDALE ORIENTATION	650	CLOSED TO PUB
30	FT LAUDERDALE GUN & KNIFE SHOW	1708	\$6.00; \$5.00

TOTAL	9,784 / 154,320
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B. EVENTS HELD AT WAR MEMORIAL AUDITORIUM, OCTOBER 2000 – SEPTEMBER 2001

DATE	EVENT	APPROXIMATE ATTENDANCE	TICKET PRICE
OCTOBER 2000			
1	FT LAUDERDALE GUN & KNIFE SHOW	1402	\$6.00; \$5.00
3	CITY-FIRE FIGHTER TEST	100	CLOSED TO PUBLIC
7-8	EXOTIC BIRD SHOW	1528	\$2.00
11	BOSTON FLAMINCO BALLET	450	GROUP SALES
15-18	THE GATHERING	750	CLOSED TO PUB
21-22	MARKET PRO COMPUTER SHOW	4427	\$6.00; \$5.00
27-29	JUNIOR LEAGUE HOLIDAY ISLES MARKET	2012	\$7.00; \$5.00
	TOTAL		10,669
NOVEMBER 2000			
4-5	CAT SHOW	2428	\$7.00; \$5.00
10-12	PROMENADE IN THE PARK	40000	\$6.00; \$4.00; \$3.00
18-19	HOLIDAY TOY & TRAIN SHOW	1667	\$5.00; \$10.00
25-26	FT LAUDERDALE GUN & KNIFE SHOW	2715	\$6.00; \$5.00
30	A CHRISTMAS CAROL	1466	GROUP SALES
	TOTAL		48,276/ 58,945
DECEMBER 2000			
2-3	MARKET PRO COMPUTER SHOW	5588	\$6.00; \$5.00
6	CHRISTMAS EXPRESS	500	GROUP SALES
8-10	FIRST COAST GOLF SHOW	866	\$6.00; \$3.00
14	POZ EXPO	375	FREE ADMISSION
15	SOUTHPAW – BOXING	597	\$20.00; \$15.00
16	WASHINGTON MUTUAL HOLIDAY PARTY	550	CLOSED TO PUBLIC
24	SUNSHINE CATHEDRAL	1525	FREE OFFERING
29-31	HOLIDAY ANTIQUE SHOW	1406	\$5.00; \$4.00
	TOTAL		11,407/ 70,352
JANUARY 2001			
5-7	KRUSE ANTIQUE & COLLECTOR CAR SHOW	6340	\$8.00
13-14	FT LAUDERDALE GUN & KNIFE SHOW	3207	\$6.00; \$5.00
19-21	FT LAUDERDALE ORCHID SHOW	6759	\$5.00; \$3.00

26	AM CANCER SOCIETY CATTLE BARON BALL	517	BY INVITATION ONLY
27-28	MARKET PRO COMPUTER SHOW	5418	\$6.00; \$5.00
		TOTAL	22,241/ 92,593
FEBRUARY 2001			
1	EBONY FASHION FAIR	774	\$25.00; \$15.00
2	CITY LINK INTERNATIONAL BEER FESTIVAL	1690	\$20.00; \$15.00
16-17	AMISH QUILT AND CRAFT SALE	3410	FREE ADMISSION
18	BLISS THE BRIDAL SHOW PLACE	656	\$7.00; \$5.00
20-22	PREVIEW COMPANY KIDS CLOTHING EXPO	450	CLOSED TO PUBLIC
23	CANADIAN SNOWBIRDS	200	BY INVITATION
24-25	MARKET PRO COMPUTER SHOW	4263	\$6.00; \$5.00
		TOTAL	11,443/104,036
MARCH 2001			
3-4	COLLECTOR CAR SHOW & AUCTION	1198	\$8.00
9-11	BROWARD COUNTY QUILT EXPO	3013	\$10.00; \$5.00
17-18	MONDO POP TOY SHOW	1632	\$15.00; \$7.00; \$4.00
20	DIARY OF ANNE FRANK	3400	GROUP SALES
21	BEAUTY & THE BEAST	1517	GROUP SALES
22	ART INSTITUTE PORTFOLIO REVIEW & GRAD.	2330	FREE ADMISSION
24-25	DOLPHIN DAZE ANTIQUE & FAIRE	603	\$4.00; \$3.00
31 – APRIL 1	MARKET PRO COMPUTER SHOW	5477	\$6.00; \$5.00
		TOTAL	19,170/123,206
APRIL 2001			
7-8	FT LAUDERDALE PET SHOW	5895	\$6.00; \$5.00; \$3.00
15	FAITH CENTER EASTER SERVICE	1700	OFFERING
21-22	GUN & KNIFE SHOW	3425	\$6.00; \$5.00
25	POCAHONTAS	1866	GROUP SALES
26	WIZARD OF OZ	1352	GROUP SALES
28-29	MARKET PRO COMPUTER SHOW	4712	\$6.00; \$5.00
		TOTAL	18,950/142,156
MAY 2001			
2	AMELIA BEDELIA	2510	GROUP SALES
5	WIZARD OF OZ	1432	GROUP SALES
13	FAITH CENTER SERVICE	1200	OFFERING
19-20	ANTIQU & COLLECTORS FAIRE	603	\$4.00; \$3.00
22	TEEN EMPOWERMENT DAY	1168	FREE ADMISSION
25	CHAMINADE MADONNA H/S GRADUATION	1818	FREE W/TICKET
26	CARDINAL GIBBONS H/S GRADUATION	1901	FREE W/TICKET
		TOTAL	10,632/152,788
JUNE 2001			
1	PINECREST H/S GRADUATION	1562	FREE W/TICKET
2-3	MARKET PRO COMPUTER SHOW	4484	\$6.00; \$5.00
8	HIP HOP KIDZ	1237	\$8.00
9	USA EXTREME CHALLENGE	1454	\$50.00; \$30.00; \$25.00
10	HOLLYWOOD HILLS HIGH SCHOOL GRADUATION	1949	FREE W/TICKET
11	NORTHEAST HIGH SCHOOL GRADUATION	2032	FREE W/TICKET
12	McFATTER TECHNICAL SCHOOL GRADUATION	848	FREE W/TICKET
13	SOUTH BROWARD GRADUATION	1605	FREE W/TICKET
14	SHERIDAN TECHNICAL GRADUATION	1138	FREE W/TICKET
16-17	GUN & KNIFE SHOW	2920	\$6.00; \$5.00
23	SECOND TO NONE CONCERT	231	\$14.00
30-JULY 1	DOLPHIN DAZE ANTIQUE & FAIR	873	\$4.00/\$3.00
		TOTAL	20,333/173,121

JULY 2001

7-8	MARKET PRO COMPUTER SHOW & SALE	4527	\$4.00; \$3.00
9-13	BOMBINO BROTHERS SUMMER CAMP	3430	
14	ONE SUMMER NIGHT OLDIES DANCE	774	\$30.00; \$25.00
28	UNIVERSITY OF MIAMI "CANES FEST"	1,956	FREE ADMISSION
		TOTAL	10,687/183,808

AUGUST 2001

3	SOUTHERN STATES FITNESS	1,055	\$15.00; \$10.00
4	SOUTHERN STATES BODY BUILDING	2,653	\$25.00; \$16.00; \$10.00
8	BROWARD COUNTY SUMMMER H/S GRAD.	1,101	FREE W/TICKETS
11-12	MARKET PRO COMPUTER SHOW & SALE	4,618	\$6.00; \$5.00
14,15,16,20,21	USPO EXAMS	3,780	FREE ADMISSION
18-19	ANTIQUE & COLLECTOR FAIRE	829	\$4.00; \$3.00
25-26	NEW AGE EXPO	785	\$7.00
		TOTAL	14,821/198,629

SEPTEMBER 2001

2	MEDALLION PRIVATE PARTY	300	CLOSED TO PUBLIC
9-11	PREVIEW COMPANY KIDS	950	CLOSED TO PUBLIC
16	BLISS THE BRIDAL SHOWPLACE	492	\$9.00
20	ART INSTITUTE/FT LAUDERDALE REVIEW & GRAD	1,707	FREE ADMISSION
22-23	MARKET PRO COMPUTER SHOW & SALE	4,949	\$6.00; \$5.00
29-30	FT. LAUDERDALE GUN & KNIFE SHOW	7,431	\$6.00
		TOTAL	15,835/ 214,464

C. EVENTS HELD AT WAR MEMORIAL AUDITORIUM, OCTOBER 2001– SEPTEMBER 2002

DATE	EVENT	APPROXIMATE ATTENDANCE	TICKET PRICE
OCTOBER 2001			
2	PRAYER SERVICE-FOOD FOR THE POOR	250	FREE ADMISSION
6-7	EXOTIC BIRD SHOW	1,418	\$3.00;\$2.00
14-17	THE GATHERING	500	NOT OPEN TO PUBLIC
19	BEATLEMANIA	1,302	GROUP SALES
20-21	MARKET PRO COMPUTER SHOW	4,366	\$6.00;\$5.00
23	TEEN DRUG SUMMIT	1,008	FREE ADMISSION
25	COUNTRY CONCERT – BELLAMY BROS.	649	GROUP SALES
27-28	ANTIQUE COLLECTOR FAIRE	705	\$4.00;\$3.00
		TOTAL	10,198
NOVEMBER 2001			
3-4	CAT SHOW	1,501	\$7.00;\$5.00
9-11	PROMENADE IN THE PARK	35,000	\$4.00,\$7.00;\$5.00
17-18	HOLIDAY TOY & TRAIN SHOW	1,702	\$5.00
24-25	FT LAUDERDALE GUN & KNIFE SHOW	4,028	\$6.00; \$5.00
27	THE BEST CHRISTMAS PAGENT EVER	988	GROUP SALES
30-DECEMBER 1-2	JR. LEAGUE OF FT. LAUDERDALE	1,913	\$5,\$7,\$35,\$40
		TOTAL	45,132/55,330
DECEMBER 2001			
5	BABES IN TOYLAND	1,549	GROUP SALES
6	A CHRISTMAS CAROL	2,040	GROUP SALES
8-9	MARKET PRO COMPUTER SHOW	5,790	\$6.00; \$5.00
15-16	BROWARD COUNTY PET EXPO	2,070	\$7.00

18	GNOO ZOO	957	GROUP SALES
20	CITY OF FT. LAUDERDALE-TESTING	60	FREE ADMISSION
28-30	HOLIDAY ANTIQUE SHOW	1,659	\$5.00;\$4.00
31	FAITH CENTER NEW YEARS EVE SERVICE	1,130	FREE WILL OFFERING

TOTAL 15,255/ 70,585

JANUARY 2002

4-6	KRUSE ANTIQUE & COLLECTOR CAR SHOW	5,949	\$8.00
10	BROAD COUNTY CHAMBER	1,507	\$10.00
12-13	FT LAUDERDALE GUN & KNIFE SHOW	4,557	\$6.00; \$5.00
18-20	FT LAUDERDALE ORCHID SHOW	7,611	\$3.00; \$5.00
25	BEEF FEST	1,130	\$30.00; \$25.00
26-27	MARKET PRO COMPUTER SHOW	5,936	\$6.00; \$5.00
31	CITY OF FT. LAUDERDALE-TESTING	85	

TOTAL 26,775/ 97,275

FEBRUARY 2002

2	DEPRESSION GLASS SHOW	1,110	\$10.00;\$5.00
7	CITY OF FT. LAUDERDALE-SR GAMES	825	FREE ADMISSION
9	CAGE FIGHTS-REALITY SPORTS	1,310	\$40, \$20, \$15
10	BRIDAL SHOW	442	\$9
12	HARRIET TUBMAN	2,900	GROUP SALES
15-16	AMISH QUILT & CRAFT SALE	3,578	FREE ADMISSION
17	PRIVATE PARTY	200	NOT OPEN TO PUBLIC
23-24	MARKET PRO COMPUTER SHOW	4,418	\$6.00; \$5.00
26-28	PREVIEW COMPANY KIDS CLOTHING EXPO	750	NOT OPEN TO PUBLIC

TOTAL 15,533/112,808

MARCH 2002

9-10	PRIDE FEST 2002	7,651	\$7.00
13	A FINANCIAL ASSISTANCE WORKSHOP-CITY	300	FREE
15-17	QUILT EXPO		\$
21	ART INSTITUTE OF FT. LAUDERDALE		FREE ADMISSION
22	CINDERELLA		GROUP SALES
23-24	MARKET PRO COMPUTER SHOW		\$6.00;\$5.00

TOTAL /

APRIL 2002

13-14	FT LAUDERDALE PET SHOW		\$6.00;\$5.00;\$3.00
21-22	GUN & KNIFE SHOW		\$6.00;\$5.00
24	DIARY OF ANNE FRANK		GROUP SALES
25	SLEEPING BEAUTY		GROUP SALES
27-28	MARKET PRO COMPUTER SHOW		\$6.00; \$5.00

TOTAL /

MAY 2002

2	PINOCCHIO		GROUP SALES
11-12	SURVIVAL EXPO		\$7.00
15	GATOR CLUB'S ANNUAL SO. FLORIDA MEETING		NOT OPEN TO PUBLIC
18-19	ANTIQUA & COLLECTOR FAIRE		\$4.00;\$3.00
25	CARDINAL GIBBONS HIGH SCHOOL GRADUATION		FREE ADMISSION
31	CHAMINADE MADONNA HIGH SCHOOL GRADUATION		FREE ADMISSION

TOTAL /

JUNE 2001

1-2	MARKET PRO COMPUTER SHOW & SALE	\$6.00;\$5.00
7	PINECREST HIGH SCHOOL GRADUATION	FREE ADMISSION
8	USA EXTREME CHALLENGE	
	\$100;\$50;\$30;\$25.00	
9	FORT LAUDERDALE IGH SCHOOL GRADUATION	FREE ADMISSION
9	SOUTH BROWARD HIGH SCHOOL GRADUATION	FREE ADMISSION
10	SHERIDAN TECHNICAL CENTER GRADUATION	FREE ADMISSION
11	NORTHEAST HIGH SCHOOL GRADUATION	FREE ADMISSION
12	HALLENDALE HIGH SCHOOL GRADUATION	FREE ADMISSION
13	MCFATTER TECHNICAL CENTER	FREE ADMISSION
15-16	FORT LAUDERDALE GUN & KNIFE SHOW	\$7.00;\$6.00
22-23	MARKETPRO ART & CRAFT FEST	\$5.00;\$4.00
29-30	ANTIQUÉ & COLLECTOR FAIRE	\$4.00;\$3.00

TOTAL /

JULY 2002

13-14	ANTIQUÉ & COLLECTOR FAIRE	\$4.00;\$3.00
20-21	MARKET PRO COMPUTER SHOW & SALE	\$6.00;\$5.00

TOTAL /

AUGUST 2002

2-3	SOUTHERN STATES BODY BUILDING	
7	BROWARD COUNTY HIGH SCHOOL SUMMER GRADUATION	FREE ADMISSION
10-11	ANTIQUÉ & COLLECTOR FAIRE	\$4.00;\$3.00
13-15	PREVIEW COMPANY GOLF EQUIPMENT EXPO	NOT OPEN TO PUBLIC
24—25	MARKET PRO COMPUTER SHOW & SALE	\$6.00;\$5.00

TOTAL /

SEPTEMBER 2002

8	BLISS THE BRIDAL SHOWPLACE	\$9.00
10-12	PREVIEW COMPANY KIDS APPAREL EXPO	NOT OPEN TO PUBLIC
21-22	MARKETPROSHOWS.COM	\$6.00;\$5.00
28-29	FORT LAUDERDALE GUN & KNIFE SHOW	\$7.00;\$6.00

TOTAL /

New events without history, called "EXPERIMENTAL EVENTS", are to be considered unique and the Concessionaire and facility manager will establish a reasonable rental arrangement on an individual basis for these events exclusive of the stated percentage.

PART V - CONSIDERATION FOR AWARD/AWARD PROCEDURES

The award of the contract will be based on certain objective and subjective considerations listed below:

1. Experience, qualifications, and past performance of the proposing firm including principals or persons proposed for the concession, organization, quality of any proposed improvements and financial resources. Maximum points available are 40.
2. Minimum percentage rent proposed and value of any proposed improvements. Maximum points available are 60.

Total Points Available are 100 points.

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other persons selected by the City. It will be a two step process. In step one the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. The committee will then conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists proposals. The first ranked proposer resulting from this process will be recommended to the Fort Lauderdale City Commission for award.

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other persons selected by the City. Proposers or Finalists may be required to provide an oral presentation by appearing before then Evaluation Committee or by conference telephone call for clarification purposes only.

Information and references submitted will be considered in the award.

The City may require visits to customer installations or demonstrations of product by proposers as part of the evaluation process.

The City may require additional information and Proposers agree to furnish such information. The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right, based upon it's deliberations and in it's opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

PART VI - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

All proposals must be received in the Purchasing Division, Room 619, 6th floor, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in the SCHEDULE Section of this RFP.

The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

**PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL COPY
PLUS FIVE (5) COPIES OF THE PROPOSAL PAGES
INCLUDING ANY ATTACHMENTS**

THE ABOVE REQUIREMENT TOTALS SIX (6) COPIES OF YOUR PROPOSAL

PROPOSAL PAGES ARE AS FOLLOWS:

Proposal Pages - Signature Page

Part I Proposal Pages - Cost Information

Part II Proposal Pages - Technical Information

Part III Questionnaire

Attachments to your Proposal

PROPOSAL SIGNATURE PAGE

TO: The City of Fort Lauderdale

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the RFP. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed)_____Title:

Company: (Legal Registered)

Address:

City_____State:_____Zip

Telephone No._____ FAX No. _____

Signature:_____Date:

Does your firm qualify for MBE or WBE status In accordance with Section 1.08 of General Conditions? _____ MBE _____ WBE _____

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in his proposal:

<u>Addendum No.</u>	<u>Date Issued</u>
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VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances:

PROPOSAL PAGES PART I - COST INFORMATION

Proposer proposes to pay to the City of Ft. Lauderdale the following if awarded the contract:

Percentage rent in the amount of _____% of annual gross concessions receipts net of sales tax.

Percentage rent in the amount of _____% of annual gross catering receipts net of sales tax.

List below any improvements you propose to introduce during the first three (3) months of the initial contract term. Improvements can be directed towards increasing sales and revenue to the City or to further satisfy your patrons. List below each proposed improvement and the cost to provide it. Attach an additional sheet if necessary.

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

TOTAL \$ _____

Proposer estimates that he will generate \$ _____ in gross receipts over the initial year of the contract.

PROPOSAL PAGES PART III QUESTIONNAIRE

Prior Experience:

Number of years experience the proposer has had in providing similar services:

_____years

List below those persons who are a principal of the proposer or will have a management or supervisory position on the premises, if you are awarded the contract. List name, title or position, and project duties. A resume or summary of experience and qualifications must accompany your proposal.

List clients for whom you have provided similar services in the last three years. Provide agency name, address, telephone number, contact person, and date service was provided. If services provided differs from the one presented in your proposal, please delineate such differences.

List those City of Fort Lauderdale agencies with which the proposer has had contracts or agreements during the past three (3) years:

Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

a. List all pending lawsuits which are concerned directly with the staff or part of your organization proposed for the contract:

b. List all judgments from lawsuits in the last 5 years which are concerned directly with the staff or part of your organization proposed for the contract.

Attach a Balance Sheet and Statement of Profit and Loss of the proposing firm from the preceding calendar or fiscal year, certified by either an appropriate Corporate Officer, or an independent Certified Public Accountant. If proposing firm is a privately held corporation, providing such records, for City review, at a time and place convenient to the City, will satisfy this requirement. If the proposing firm is a newly formed corporate entity, the City may require a personal guarantee of performance by principals or stockholders.

Bank References: List contact name, address, telephone number and type of account.

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

PROPOSER PLEASE INSURE THAT YOU HAVE SIGNED THE SIGNATURE PAGE OF THESE PROPOSAL PAGES. OMISSION OF A SIGNATURE ON THAT PAGE WILL RESULT IN REJECTION OF YOUR PROPOSAL

COMPLETE AND RETURN THE REQUIRED NUMBER OF PROPOSAL PAGES AND ATTACHMENTS.

PROPOSAL IDENTIFICATION: Please indicate on the face of your sealed proposal package the following:

RFP NO. 722-8702

OPENS 6/27/02

City of Fort Lauderdale GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Procurement & Materials Management. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

- 1.09(a) CERTIFICATION BY BROWARD COUNTY, FL:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

Part II DEFINITIONS/ORDER OF PRECEDENCE

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.
- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any

variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Procurement Division immediately. Such notification must be received by the Procurement Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid. If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may

arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT: If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.

5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.